

JOINT USE COOPERATIVE AGREEMENT

This Agreement is made on June 12, 2002, by and between the City of Santa Maria, a California Municipal Corporation ("City") and Santa Maria Joint Union High School District, a public corporation ("District"), in Santa Maria, California.

WHEREAS, the City intends to build a new library in Santa Maria, within the area served by the District; and

WHEREAS, the District is responsible for providing educational services to students needing or desiring to complete requirements for their high school diplomas; and

WHEREAS, the District's experience shows that some students will successfully complete these requirements only if given opportunities outside of the traditional school campus setting, or at times which accommodate a work schedule occurring during traditional school hours; and

WHEREAS, the need to provide alternative opportunities to complete high school diplomas outside of the traditional school campus setting will increase as students are required to pass the California High School Exit Exam as a condition of graduation; and

WHEREAS, Section 10401 of the California Education Code authorizes agreements between public authorities for the purposes of organizing, promoting and conducting programs of community education and library activities; and

WHEREAS, the City and the District wish to provide for the District's joint use of facilities in the new library for classes targeted to high school diploma completion requirements, in compliance with §20440(d)(1) of the Education Code.

NOW, THEREFORE, IT IS AGREED as follows:

1. **Recitals True.** The above recitals are true.
2. **Roles and Responsibilities of the City and District.**
 - a. **Responsibilities are Contingent.** Contingent upon receipt of State Bond Act funding, the City will construct, equip and operate a new library facility in accordance with the terms of the Agreement. The City and District shall have no obligations under this Agreement unless the City receives State Bond Act funding as requested.
 - b. **City's Responsibilities.** The City will provide two classrooms (conceptually shown on the plans attached hereto and incorporated as Exhibit "A") for the District's use on a priority basis as teaching sites for

high-school-diploma completion classes. Along with the classrooms the City will provide equipment and furniture including a data projector, white board, chairs, and tables. The City will also provide all maintenance and janitorial services for the classrooms.

c. District's Responsibilities. The District will provide all teachers and educational supplies for its use of the classrooms. The teachers will have no employment or contractual relationship with the City, and the District will provide employment benefits as appropriate.

3. Joint Library Services to be Provided to the District. Each classroom space provided to the District will measure approximately 538 square feet. The District will also have the opportunity to schedule use of the library's computer room on a priority basis.

4. Library Hours of Service for the Public and Students. Library hours of service for the public and students will be as follows:

Monday through Thursday: 10:00 a.m. to 9:00 p.m.

Friday and Saturday: 10:00 a.m. to 6:00 p.m.

Sunday: Closed.

5. Number and Classification of Staff Members.

a. City Staff Members: The City will hire a full-time Community Activities Coordinator to schedule use of all special (non-collection and storage) use space and equipment in the library. Duties (approximately 25% of the Coordinator's time) will include assisting the District with scheduling the classroom use. The Community Activities Coordinator will be paid at the level of a Library Assistant. The Coordinator will be supervised by a Librarian II (approximately 5% of the Librarian II's time).

b. School Staff Members: The District will supply one instructor as detailed below, together with instructional materials, administrative services and equipment needed in addition to that supplied by the City.

6. Use of Volunteers. The Santa Maria Public Library currently makes extensive use of volunteers for book preparation, mending and cleaning; reference and children's room assistance; coordinating the young adult group; and Internet tutoring.

With the new library the City plans to extend the volunteer program to include homework center and computer center assistance, community classes in basic math and English, Literacy Council training and tutoring.

7. Identification of the Proposed Joint Use Project. The classrooms to be used by the District will be located within the library on the first (main) floor, accessible as shown on Exhibit "A."

8. Ownership of the Site, Facility, Furnishings, Equipment, and Library Materials. The City of Santa Maria currently owns the site of the Santa Maria Public Library and its accompanying parking lot. Under current conceptual plans, the proposed new library will be an expansion of the existing library out onto the parking lot with parking to occur in a three-level parking structure to be constructed concurrently with the library facility. The City will own the new library and its site in fee, and will also own the furnishings, equipment and library materials housed in the facility. The District may choose to store school curriculum materials on site if desired, at no charge, to the extent space permits.

9. Sources and Uses of Funding.

a. Sources of funding. Contingent upon receipt of State Bond Act funding, 65% of the new library's design and construction (including the classrooms) will be financed with Bond Act proceeds and 35% from other sources such as Community Development Block Grant funds and Growth Mitigation (developer) Fees.

The City will fund operation of the new library (including the classrooms) 60% from the General Fund, 30% from the proceeds of the County of Santa Barbara Free Library Agreement, 5% from Library-generated revenue and 5% from the State Public Library Fund.

The District will fund operation of the library classroom with Adult Education funds.

b. Uses of Funding (City)

1. <u>Facility space cost:</u>	\$1.25/square foot/month Assume 50% use x 1076 square feet = \$8,070/year
2. <u>Custodial</u>	= 300/year
3. <u>Electrical</u>	= 350/year
4. <u>Gas</u>	= 100/year
5. <u>Library Asst. 25%</u>	= 8,222/year
6. <u>Benefits 25%</u>	= 2,000/year
7. <u>Librarian II 5%</u>	= 2,152/year
8. <u>Benefits 5%</u>	= 550/year
9. <u>Furniture wear/tear replacement</u>	= 1,232/year
<u>Total yearly City Cost</u>	= \$22,976/year
<u>Furniture & Equipment</u>	= \$12,320 capital cost

c. Uses of Funding (District).

1. <u>Teacher (3hr/day,</u>	
<u>180 days/year</u>	= \$10,800/year
2. <u>Benefits</u>	= 1,373/year
3. <u>Direct admin. support</u>	= 9,794/year
4. <u>Indirect costs</u>	= 1,399/year
<u>Total yearly District Cost</u>	= \$23,366/year

Materials share

<u>Computer/printer</u>	= \$ 2,500
<u>Desk/chair/files</u>	= \$ 1,500
<u>Total materials share</u>	= \$ 4,000

10. Responsibility for Facility Operation, Maintenance and

Management. The City will provide all staff to operate, manage and maintain the library facility, equipment and operations. The District will provide staff for classes.

11. Review and Modification Process for Conditions of the

Agreement. This Agreement is intended to be a master agreement outlining the general parameters of the joint-use programming of the new library. As needed, supplemental agreements, operating memoranda and addenda ("modifications") consistent with the intent of this agreement and the changing needs of education may be executed by the parties. Any such modification shall be in writing and signed by the parties.

The City and District agree to participate in regularly scheduled meetings, at least biennially, to discuss issues arising from the performance of this Agreement. Modifications respecting joint use may be presented by either party at that time.

12. Field Act Applicability to the Project. In a letter dated January 11, 2001, attached hereto and incorporated as Exhibit "B," the Office of the State Architect determined that the Field Act does not apply to libraries such as the proposed Santa Maria Public Library. As explained in the letter, where a building is NOT located on school property, OR does NOT provide space for required educational purposes for more than 24 pupils in grades K-12, the Field Act does NOT apply. Since the proposed Santa Maria Public Library is located on City property, the Field Act would not apply.

Per the determination, the City will submit the project or appropriate portion thereof to the State Architect for review of plans and specifications for disabled access.

13. 20-Year Commitment to Joint Use. The parties hereby commit to providing the joint use services, facilities and equipment for the purposes discussed in this agreement for twenty years.

14. Acknowledgement and Incorporation of Education Code §§19999 and California Code of Regulations Title 5, §20440. The parties hereby acknowledge and incorporate the provisions of Education Code §19999, which provides:

(a) A facility, or the part thereof, acquired, constructed, or remodeled, or rehabilitated with grants received pursuant to this chapter shall be dedicated to public library direct service use for a period of not less than 20 years following completion of the project.

(b) The interest of the state in land or a facility, or both, pursuant to the funding of a project under this chapter, as described in subdivision (a), may be transferred by the State Librarian from the land or facility, or both, for which that funding was granted to a replacement site and facility acquired or constructed for the purpose of providing public library direct service.

(c) If the facility, or any part thereof, acquired, constructed, remodeled, or rehabilitated with grants received pursuant to this chapter ceases to be used for public library direct service prior to the expiration of the period specified in subdivision (a), the board is entitled to recover, from the grant recipient or the recipient's successor in the maintenance of the facility, an amount that bears the same ratio to the value of the facility, or the appropriate part thereof, at the time it ceased to be used for public library direct service as the amount of the grant bore to the cost of the facility or the appropriate part thereof. For purposes of this subdivision, the value of the facility, or the appropriate part thereof, is determined by the mutual agreement of the board and the grant recipient or successor, or through an action brought for that purpose in the superior court.

(d) Notwithstanding subdivision (f) of Section 16724 of the Government Code, any money recovered pursuant to subdivision (c) shall be deposited in the fund, and shall be available for the purpose of awarding grants for other projects.

The parties further acknowledge and incorporate the provisions of Title 5, Section 20440 (e)(3)(g) of the California Code of Regulations, which provides that supporting document submittals for a grant application include a resolution of the City Council certifying "[a] commitment that the facility shall be dedicated to public library direct service use for a period of 40 years following completion of the project, regardless of any operating agreements the applicant may have with other jurisdictions or parties."

15. Miscellaneous

15.01. Notices. All notices under this agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change is filed with the City:

To City:
Attn. City Manager
110 East Cook Street
Santa Maria, CA. 93454

To District:
Attn: Superintendent
2560 Skyway Drive
Santa Maria, CA 93455

15.02. Compliance With Laws. The parties shall comply with all laws in performing this agreement.

15.03. Integration. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties.

15.04. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of California.

15.05. Jurisdiction. Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of Northern Santa Barbara, State of California.

15.06. Warranty of authority. Each person signing this agreement on behalf of a party warrants that he or she has authority to do so.

15.07. No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.

15.08. Severability. The provisions of this agreement are severable. If any part of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

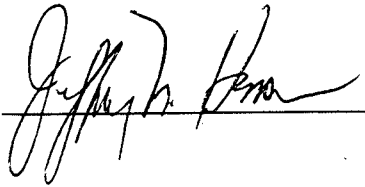
15.09. Insurance. The parties shall provide insurance per Exhibit "C," attached hereto and incorporated.

15.10 Indemnification. Each party shall defend, indemnify, and hold harmless the other and its officers, officials, employees and agents from and against all claims, damages, losses and expenses including

attorney fees arising out of the performance of this agreement, caused in whole or in part by any negligent act or omission of the party, anyone employed by the party or anyone for whose acts the party may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the other.

IN WITNESS WHEREOF, this agreement is executed by the parties on the date first written above.

DISTRICT



CITY OF SANTA MARIA



APPROVED AS TO FORM



City Attorney

APPROVED AS TO CONTENTS



City Manager

Department Head